



ATLANTIC COAST LINE RAILROAD COMPANY.

RELIEF DEPARTMENT.

CERTIFICATE OF MEMBERSHIP IN THE RELIEF FUND.

No. 27738

OFFICE OF THE SUPERINTENDENT, WILMINGTON, N. C. 190

This Certifies, That John C. Williams 148
employed by the ATLANTIC COAST LINE RAILROAD COMPANY, is a member of the Relief Fund of the Relief Department of the Atlantic Coast Line Railroad Company, and is entitled to the benefits provided by the Regulations of the Relief Department for a member of the Hard Class, with Additional Death Benefit of the First Class.

R. D 12.

J. C. Williams
Superintendent of the Relief Department.

R. D. 1.

REVISED

REGULATIONS

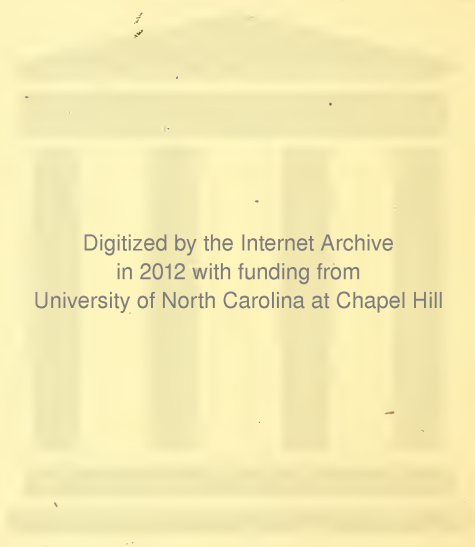
OF THE

RELIEF DEPARTMENT

OF THE

ATLANTIC COAST LINE
RAILROAD COMPANY.

OPERATIVE,
APRIL 1st, 1904.



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REVISED

REGULATIONS

OF THE

RELIEF DEPARTMENT

OF THE

**ATLANIC COAST LINE
RAILROAD COMPANY.**

OPERATIVE APRIL 1ST, 1904.

GENERAL.

1. The "Relief Department" is a department of the Company's service, of the nature of a mutual benefit association, and in the Executive charge of a Superintendent, whose directions in carrying out its Regulations are to be complied with, subject to the control of the President, except in such matters as are under the control of the Advisory Committee, as hereinafter provided.

Wherever in these Regulations the following words occur without qualification they will have the meaning herein defined: "Company" will mean the Atlantic Coast Line Railroad Company; "President," "Board of

Directors," and "Relief Department" or "Department," will mean the President, Board of Directors and Relief Department, respectively, of said Company; "Relief Fund," "Advisory Committee," or "Committee," "Superintendent," "Chief Surgeon," and "Medical Examiner" will mean the Relief Fund, Advisory Committee, Superintendent, Chief Surgeon, and Medical Examiner, respectively, of said Relief Department.

2. The object of the Department is the establishment and management of a fund, to be known as the "Relief Fund," for the payment of definite amounts to employes contributing thereto, who are to be known as "Members of the Relief Fund," when under the Regulations they are entitled to such payment by reason of accident or sickness, or, in the event of their death, to the relatives or other beneficiaries designated by them with the approval of the Superintendent.

3. The Relief Fund will consist of contributions from members thereof, income derived from investments and from interest paid by the Company and advances by the Company, when necessary, to pay benefits as they become due.

4. The Company shall have general charge of the Department, guarantee the fulfillment of its obligations as determined by these Regulations, take charge of all moneys belonging to the Relief Fund, and be responsible for

their safe keeping, pay into the Fund interest at the rate of four per cent. per annum on monthly balances in its hands, supply the necessary facilities for conducting the business of the Department, and pay all the operating expenses thereof.

5. There shall be an Advisory Committee, constituted as follows: The General Manager of the Atlantic Coast Line Railroad Company shall be *ex-officio* a member and Chairman.

Besides the Chairman there shall be twelve other members of the Committee, of whom six shall be chosen annually by the Board of Directors, and six shall be chosen annually in the month of November by the employes, members of the Relief Fund, from among themselves by Electoral Divisions, each Electoral Division choosing one representative. The extent of each Electoral Division shall be from time to time determined by the President.

The twelve elective members shall serve for one year from the first day of January next succeeding their election, or until their successors are chosen.

6. The members of the Committee chosen by the members of the Relief Fund shall be elected by ballot, the vote being taken and certified under oath by tellers selected by the members of the Committee who represent the members of the Relief Fund.

In balloting for members of the Committee each member of the Relief Fund shall be entitled to cast one vote.

In the event of the termination of service of any member of the Committee, his membership on the Committee shall thereupon terminate.

Any vacancy among the members elected by the contributing employes shall be filled by the succession to the position of the employe on the same Electoral Division who received the next highest number of votes to the retiring member.

Any vacancy among the members chosen by the Board of Directors shall be filled by appointment by the President.

Such members shall serve until their successors are chosen as above provided.

The Superintendent shall be Secretary of the Committee.

7. Should any other corporation or corporations, associated in interest with this Company, adopt or have adopted Regulations establishing a Relief Department or Relief Departments similar to the one hereby established, this Company may associate itself with such corporation or corporations in the administration of its and their Relief Departments when so authorized by the respective Boards of Directors of this and said corporation or corporations.

- Such association shall be evidenced by agreement or agreements duly executed authorizing, among other things, the constitution of a joint Advisory Committee, to be chosen, as and in the manner therein prescribed, by the several parties thereto and

their employes, either by separate action in behalf of each of said parties or by the united action of two or more of them as to any member or members of said Advisory Committee, the original Advisory Committee to be constituted and vacancies occurring thereafter to be filled in such manner as shall be prescribed in said agreement or agreements.

In the event of any association as aforesaid, the functions and powers herein given to and vested in the Advisory Committee created as hereinbefore provided shall, during the continuance of said agreement or agreements, be transferred to and vested in the Advisory Committee constituted as prescribed in said agreement or agreements, chosen or designated as therein directed, and so much of the Regulations of the Relief Department herein provided for as relates to the constitution of an Advisory Committee consisting solely of officers and employes of this Company, shall be suspended with the understanding, however, that upon the termination of such agreement or agreements the Advisory Committee herein provided for, constituted as herein prescribed, shall reassume the functions and duties committed to it.

8. The Committee shall have general supervision of the operations of the Department and see that they are conducted in accordance with the Regulations.

The Committee shall hold stated meetings once in three months at such time and place

as they may determine, and shall meet at other times at the call of the Chairman.

It shall be the duty of the Chairman to call special meetings of the Committee upon the written request of three of its members.

9. The Superintendent shall have charge of all business pertaining to the Department. He shall employ such clerks and other assistants as may be necessary, prescribe the forms and blanks to be used, certify all bills and pay rolls of the Department, sign all orders for the payment of benefits, furnish the Committee such reports as they may require, decide all questions properly referred to him, and exercise such other authority as may be conferred upon him by the President or by the Committee.

10. There shall be an Assistant Superintendent, who shall be possessed of all the powers of the Superintendent in his absence, and shall at all times perform such duties as may be assigned to him by the Superintendent.

11. There shall be a Chief Surgeon, who shall, subject to the approval and control of the Superintendent, appoint Medical Examiners, assign them to districts, direct their work, and have general supervision of the medical and surgical affairs of the Department. The Chief Surgeon may be the same person as the Superintendent or Assistant Superintendent.

The Superintendent, Assistant Superintendent, and Chief Surgeon shall be designated by the President.

12. The Medical Examiners shall make the required physical examination of applicants for membership in the Relief Fund, prepare applications, report the condition of sick or injured members, decide when members are disabled and when they are able to work, prepare claims for benefits, certify bills for surgical treatment, perform such other duties as may be required of them by the Chief Surgeon, and conform to such rules as he may establish.

13. The moneys received for the Relief Fund shall be held by the Company in trust for the Department. The Committee shall recommend the investment, and any changes therein, of money which is not required for immediate use; but the Company being the Trustee and Guarantor of the Relief Fund, the investments shall be in such securities as shall have been approved by the Board of Directors, and shall be in the name of the Company "in trust for the Relief Department."

14. If the amount contributed by the members of the Relief Fund, with interest and other income, shall not be sufficient to pay the benefits as they become due, the Company shall advance from its own funds whatever sums may be necessary for this purpose, reimbursing itself if and when the contributions of members with interest and other income are sufficient therefor, and if at any time there shall be a surplus after making due allowance for liabilities, greater than seems necessary to meet current benefits and to provide a reason-

able contingent fund, such surplus shall be used in increasing the benefits to members in such manner as may be determined by a vote of two-thirds of the Committee, and approved by the Board of Directors.

15. The fiscal year of the Department shall begin with the first day of January of each year.

The condition of the Relief Fund at the close of each fiscal year shall be audited and reported on by competent person or persons selected for that purpose by the members of the Committee who represent the members of the Relief Fund.

16. Amendments to the Regulations of the Department may be proposed to the Committee, at any stated or special meeting, by any member of the Committee. Amendments so proposed may be acted upon only at a subsequent stated or special meeting; but no amendment shall be operative unless adopted by a vote in the affirmative of a majority of the whole Committee, approved by the Board of Directors, and duly announced by the Superintendent; and any amendment so adopted, approved, and announced, shall be binding upon the Company and the members of the Relief Fund and all persons claiming through them from the date specified in the announcement of the same.

MEMBERSHIP.

17. All employes of the Company who, under the Regulations, are contributors to the

Relief Fund shall be designated as "members of the Relief Fund."

18. In referring to employes of the Company, the word "service" shall mean employment by this Company, or by any Company associated with it in the administration of their Relief Departments; and the service of any employe shall be regarded as continuous for the time during which he has been continuously in the employ of this Company and any one or more of the associated Companies.

19. There shall be five classes of members. The highest class in which an employe may be a member shall be determined by his regular or usual monthly pay, as follows:

Monthly Pay.	Highest Class.
Less than \$35.00	1st.
\$35.00 or more, but less than \$55.00.....	2nd.
\$55.00 or more, but less than \$75.00.....	3rd.
\$75.00 or more, but less than \$95.00.....	4th.
\$95.00 or more.....	5th.

For employes paid by the hour, trip, piece, or in any other way than by the month, the highest class shall be determined by the usual amount of earnings in a month.

For persons in the service of this Company, and of one or more of the Companies associated with it in the administration of their Relief Departments, the highest class shall be determined by the total pay received from all such Companies, and the membership shall be

in the Relief Fund of this Company, if the largest amount is received therefrom.

20. Any employe not over forty-five years of age may, upon passing a satisfactory physical examination, and upon approval of his application by the Superintendent, become a member in the highest class allowed by his pay, or in any lower class, with or without additional death benefits of the first class not greater in the aggregate than three times the death benefit of the class he enters.

21. Any member not over forty-five years of age may, upon passing a satisfactory physical examination, and upon approval of his application by the Superintendent, change to any higher class allowed by his pay or take additional death benefits of the first class to such extent that the aggregate of additional death benefits shall not exceed three times the death benefit of the class in which he is or becomes a member.

22. Any member may, by executing an application as hereinafter provided, change to a lower class, or relinquish all or a part of his additional death benefits.

23. When a member voluntarily changes from a higher to a lower class, the amount of his death benefit shall not exceed the maximum obtainable in the lower class.

24. An employe cannot remain a member in a class higher than that allowed by his pay, but when the pay of a member is reduced he shall not be required to make any change in

the amount of his death benefit; and any excess of death benefit above that to which he is entitled by his new class shall be treated as additional death benefit.

If a member declines to effect a proper reduction of class under the foregoing, the Superintendent shall have the authority to cancel his membership.

25. When a member of the Relief Fund of any one of the Companies associated with this Company in the administration of their Relief Departments is transferred to the service of this Company, his membership shall thereby be transferred to the Relief Fund of this Company.

26. Any member who is furloughed, suspended, or otherwise relieved from the service for a period not exceeding thirty days may retain his membership during such absence by paying his contribution in advance.

His District Officer or Head of Department shall notify the Superintendent at the beginning of such absence, specifying the time set for return to duty, and if at that time the member does not return to duty, his membership in the Relief Fund shall thereupon terminate, unless otherwise previously arranged by him with the Superintendent.

27. When a member resigns from the service, or leaves the service without notice, or is relieved or discharged therefrom, his membership in the Relief Fund shall terminate with his employment, and he shall not be

entitled to any benefits for time thereafter, except such as he may be entitled to by reason of disability beginning and reported before, and continuing without interruption to and after such termination of employment; provided, however, that any member who has been continuously in the service three years, and a member of the Relief Fund one year immediately preceding termination of his employment, may continue his membership thereafter, but only in respect of the minimum death benefit which he has held at any time during the last year, or of any smaller amount, upon making and forwarding supplementary application therefor on the prescribed form (to be obtained from his employing officer or the Superintendent of the Relief Department) before termination of employment, or within five days thereafter.

When a member contributing for death benefit only after termination of service is again re-employed, he shall thereupon resume full membership if physically qualified.

A person entitled to benefits for time after termination of service shall not be entitled to benefits on account of sickness beginning or injury occurring during such time; nor on account of death occurring in such time, unless directly due to the sickness or injury and occurring during the disability existing at the time of such termination of service, or unless he continues his membership in respect of death benefit only in accordance with the foregoing.

28. When a member absents himself from duty for a period of six days without the permission of his employing officer previously obtained, or without giving, meanwhile, reason for absence, satisfactory to his employing officer, he shall be held to have left the service without notice, and his membership shall be held to have terminated on the day preceding such absence. If such member be reinstated in the service, he may be also reinstated in membership upon approval of the Superintendent.

29. If a member is relieved from service on account of necessary reduction in force, and is afterwards re-employed, he may again become a member of the Relief Fund upon passing a satisfactory physical examination, and upon approval of his application by the Superintendent, although at that time he may be over forty-five years of age.

30. In indicating the relations of the Company's service of employes relieved of employment and pay therein the following terms shall be used :

"RESIGNED"—For those voluntarily leaving the service and giving notice to employing officer.

"RELIEVED"—For those relieved without fault on their part.

"DISCHARGED"—For those dismissed "for cause."

"QUIT"—For those who leave without notice to employing officer.

"URLOUGHED"—For those who have been granted leave of absence for a specified time.

"SUSPENDED"—For those temporarily relieved as a penalty for offence.

APPLICATIONS.

31. Membership in the Relief Fund shall be based upon an application in the following form :

Application for Membership in the Relief Fund of the Relief Department of the Atlantic Coast Line Railroad Co.

To the Superintendent of the Relief Department of the Atlantic Coast Line Railroad Company :

I, _____, of _____ in the county of _____ and State of _____, now employed by the Atlantic Coast Line Railroad Company, do hereby apply for membership in the Relief Fund of the Relief Department of said Company, and consent and agree to be bound by the Regulations of said Relief Department, which Regulations I have read or have had read to me, and by any other Regulations of said Department hereafter adopted and in force during my membership, and by any agreement now or hereafter made by the said Company with any other corporation or corporations now or hereafter associated with it in the administration of their Relief Departments.

I also agree, That the said Company, by its proper agents, and in the manner provided in said Regulations, shall apply, as a contribution from any wages earned by me under said employment, the sum of (\$ 100) per month, for the purpose of securing the benefits provided in the Regulations for a member of the Relief Fund of the _____ class, with _____ additional death benefit of the first class.

Unless I shall hereafter otherwise designate, in writing, with the approval of the Superintendent of the

Relief Department, death benefit shall be payable to my wife (husband), if I am married at the time of my death; or, if I have no wife (husband) living, then to my children collectively, each to be entitled to an equal share, including, as entitled to the parent's share, the issue of any-deceased child; or, if there be no children or such issue living, then to _____ if living; and if not living, then to my father and mother jointly, or the survivor; or, if neither be living, then to my next of kin, payment in behalf of such next of kin to be made to my legal representatives; or, if there be no such next of kin, the death benefit shall lapse, and the amount thereof shall remain as a part of the Relief Fund, without claim for the same.

Any funeral or other expenses incident to my death, which shall have been paid by the Superintendent of the Relief Department, in accordance with the Regulations, shall be held to be in part payment of the said death benefit, and shall be deducted from the total amount thereof before payment to the person or persons entitled to receive the same.

I also agree, That, in consideration of the amounts paid and to be paid by said Company for the maintenance of said Relief Department, and of the guarantee by said Company of the payment of said benefits, the acceptance by me of benefits for injury shall operate as a release and satisfaction of all claims against said Company, and all other Companies associated therewith in the administration of their Relief Departments, for damages arising from or growing out of said injury; and further, in the event of my death no part of said death benefit or unpaid disability benefit shall be due or payable unless and until good and sufficient releases shall be delivered to the Superintendent of said Relief Department, of all claims against said Relief Department, as well as against said Company, and all other Companies associated therewith as aforesaid, arising

from or growing out of my death, said releases having been duly executed by all who might legally assert such claims; and further, if any suit shall be brought against said Company, or any other Company associated therewith as aforesaid, for damages arising from or growing out of injury or death occurring to me, the benefits otherwise payable, and all obligations of said Relief Department and of said Company created by my membership in said Relief Fund, shall thereupon be forfeited without any declaration or other act by said Relief Department or said Company.

I also agree, That this application, upon approval by the Superintendent of the Relief Department, shall make me a member of the Relief Fund, on and from the date specified in such approval, and constitute a contract between myself and the said Company, and that the same shall not be avoided by any change in the character of my service, or locality where rendered, while in the employment of said Company, nor by any change in the amounts applicable from my wages to the Relief Fund, which I may hereafter consent to, and that the agreement that the above-named amounts shall be appropriated from my wages shall apply also to any other amounts which I may agree to pay under the provisions of said Regulations, by reason of changes made as aforesaid, and shall constitute an appropriation and assignment in advance of such portions of my wages, to the said Company in trust, for the Relief Fund, for the purpose of maintaining my membership therein, which assignment shall have precedence over any other assignment by me of my wages, or of any claim upon them on account of liabilities incurred by me.

I also agree, That my being transferred to the service of any other Company associated with said Company in the joint operation of their Relief Departments shall operate to transfer my membership in the Relief

Fund of said Company to the Relief Fund of the Company to the service of which I am transferred, and that this application and contract shall thereupon become binding between me and such other Company, the same as if originally made by me with such other Company.

I also agree, For myself and those claiming through me, to be especially bound by the Regulation providing for final and conclusive settlement of all claims for benefits or controversies of whatsoever nature by reference to the Superintendent of the Relief Department, and an appeal from his decision to the Advisory Committee.

I certify, That I am correct and temperate in my habits; that, so far as I am aware, I am now in good health, and have no injury or disease, constitutional or otherwise, except as shown on the accompanying statement made by me to the Medical Examiner, which statement shall constitute a part of this application.

I also agree, That any untrue or fraudulent statement made by me to the Medical Examiner, or any concealment of facts in this application, or any attempt on my part to defraud or impose upon said Relief Fund, or my resigning from, or leaving the service of the said Company, or my being relieved or discharged therefrom, shall forfeit my membership in the said Relief Fund, and all benefits, rights or equities arising therefrom, except that such termination of my employment shall not (in the absence of any of the other foregoing causes of forfeiture) deprive me of any benefits to the payment of which I may be entitled by reason of disability beginning and reported before and continuing without interruption to and after such termination of my employment, nor of the right to continue my membership in respect of death benefit only, as provided in said Regulations.

In witness whereof, I have signed these presents at _____ in the county of _____, State of _____ this _____ day of _____, A. D., 1 _____; this application to take effect upon the date set in the approval by the Superintendent of the Relief Department.

The following changes made before execution :

.....

Witness :

The foregoing application is approved at the office of the Superintendent of the Relief Department at Wilmington, in the county of New Hanover, State of North Carolina, this _____ day of _____, A. D., 1 _____, to take effect the _____ day of _____, A. D., 1 _____.

.....

Superintendent of the Relief Department.

The last application in the foregoing form, or in a corresponding earlier form, which shall have been made by an employe shall be known as his "Principal Application."

Upon the approval of the principal application of an employe by the Superintendent he shall be a member on and from the date specified in such approval, and the Superintendent shall issue to him a certificate of membership attached to a copy of the Regulations then in force.

32. The following form of supplementary application shall be used by members apply-

ing to enter higher or lower classes, or for additional death benefit or reduction therein ;

Supplementary Application.

To the Superintendent of the Relief Department of the Atlantic Coast Line Railroad Company :

I, _____, of _____, in the county of _____ and State of _____, now employed by the Atlantic Coast Line Railroad Company, and a member of the Relief Fund of the Relief Department thereof, by virtue of my former principal application. under and subject to the conditions recited in said principal application and upon the terms thereof, unless, and only so far as herein modified, do hereby make this supplementary application for the following, namely : To change my membership in said Relief Fund from _____ class with _____ additional death benefit of the first class, to _____ class with _____ additional death benefit of the first class ; my contribution, after such change is made, to be at the rate of _____ (\$ 100) per month ; this application to take effect on the date set in the approval by the Superintendent of the Relief Department.

(a) I CERTIFY, That I am correct and

 temperate in my habits ; that, so far as I am

 aware, I am now in good health, and have

 no injury or disease, constitutional or other-

 wise, except as shown in the accompanying

statement made by me to the Medical Examiner, which statement shall constitute a part of this application

I HEREBY AGREE, That any untrue or fraudulent statement made by me to the Medical Examiner, or any concealment of facts in this application, shall make this supplementary application void and of no effect.

In witness whereof, I have signed these presents at _____, in the county of _____, State of this _____ day of _____, A. D., 1 _____.

The following changes made before execution :

.....

Witness :

The foregoing supplementary application is approved at the office of the Superintendent of the Relief Department at Wilmington, in the county of New Hanover, State of North Carolina, this _____ day of _____, A. D., 1 _____, to take effect the _____ day of _____ A. D., 1 _____.

.....

Superintendent of the Relief Department.

NOTE (a) For employes who are not required to pass a physical examination upon making a supplementary application, the underlined words will be omitted.

If any applicant for membership or for change in membership has physical defects which would preclude the approval of his application, if presented unconditionally, his application may nevertheless be approved, provided that he executes an agreement in writing, satisfactory to the Superintendent, to the effect that he shall not be entitled under his membership to any benefits for disability caused by, arising from, or growing out of such defects, such agreement to be attached to and to be a part of his said application, and such modification of the foregoing prescribed forms of Application is hereby authorized.

33. The application of a married woman must be signed also by her husband, and that of a minor by the father or legal guardian, unless otherwise directed by the Superintendent.

CONTRIBUTIONS.

34. The word "contribution" wherever used in these Regulations shall be held and construed to refer to such designated portion of the wages payable by the Company to an employe, as he shall have agreed, in his application, that the Company shall apply for the purpose of securing the benefits of the Relief Fund; or to such cash payment as it may be necessary for a member to make for said purpose.

35. Contribution for full membership shall be made monthly in advance, at the following rates: First class, 75 cents per month; second class, \$1.50; third class, \$2.25; fourth class, \$3.00; fifth class, \$3.75.

36. The monthly rate of contribution for each additional death benefit of the first class shall be determined by the age of the member at the time of taking the additional death benefit, and shall be as follows: For a member not over forty-five years of age, 30 cents; over forty-five years of age, 45 cents.

If a member shall increase the amount of his death benefit when his age requires a higher rate than he before contributed, the higher rate shall apply only to the increase.

Contribution for death benefit only shall be paid quarterly in advance, and shall be based on the age of the member at the time of taking such death benefit; and the rate for each death benefit of the first class contained

in the death benefit of his class shall be the same as herein fixed for each additional death benefit of the first class.

37. Contributions for any month will be due on the first day of that month, and will ordinarily be deducted from the member's wages on the pay-roll of the preceding month.

If a member's contribution is omitted from the pay-roll in error, the fact that such deduction has not been made shall not debar him or his beneficiary from benefits to which they otherwise would be entitled.

When a member has no wages on the pay-roll, any contribution due from him must be paid in cash in advance, otherwise he will be in arrears. A member in the service shall make such cash payment to the Superintendent through his superior officer; a member contributing for death benefit only shall make such cash payment to the Superintendent direct.

38. Benefits shall not be due on account of disability beginning or death occurring while a member is in arrears.

When a member is in arrears for two months his membership shall thereupon cease.

If a member resumes work for the Company before he has been in arrears two months, he shall be protected from the time of resuming work, and the arrears may be paid on the next pay roll.

39. No deduction on account of contribution to the Relief Fund shall be made from

the pay of an applicant for membership, and no increase of deductions shall be made from the pay of an applicant for increase of class or additional death benefit without instructions from the Superintendent, and any deduction made to the contrary shall be held to have been made in error, and shall be refunded if the application is not approved.

40. When a member recovers from disability, his contribution for the remainder of the month in which he recovers, if not already paid, together with his contribution for the following month, shall be deducted on the pay-roll of the month in which he recovers.

41. In determining the contribution for part of a month the amount for each day shall be one-thirtieth of the amount for one month, and the amount for any other part of a month shall be determined by multiplying the amount for one day by the number of days in such part, adding to make even cents when fractions occur.

42. In determining the number of days in the part of a month for which contribution is to be collected, the day on which application takes effect and the day after the recovery of a member from disability shall be included.

43. A member shall not make contribution for any time of disability beyond the end of the month in which disability begins except as specially provided in the Regulations. While wages are paid during disability the usual contribution shall be made.

If a disabled member declines to accept benefits, he shall contribute for and be entitled to death benefit only while disabled. If such member afterwards accepts the benefits to which he is entitled, a proper adjustment of contribution shall be made.

44. When a member's service terminates there shall be due him as refund any excess of contribution he may have made above what is necessary to adjust his account up to, but not including, the last day of service.

Any refund of contribution due at the termination of a member's service shall be payable upon application therefor by the member, and shall be made by time check or otherwise, in conformity with the financial methods of the Company.

DISABILITY.

45. Wherever used in these Regulations the word "disability" shall be held to mean physical inability to work, by reason of sickness or accidental injury, and the word "disabled" shall apply to members thus physically unable to work. The decision as to when members are disabled and when they are able to work shall rest with the medical officers of the Department.

The decision as to whether disability at any time shall be classed as due to sickness or due to accident, and as to whether any disability shall be considered a relapse or an original disability, shall rest with the medical officers of the Department.

When a disability is classed as a relapse, the time of such disability shall be considered a part of the original disability in determining the length of time for which benefits may be drawn and the rate at which benefits are payable.

In considering the question of disability, subjective symptoms or alleged feelings will be given due weight, but these in themselves, unsupported by objective or discoverable symptoms, shall not entitle a member to be considered disabled.

BENEFITS.

The following benefits will be paid to members or beneficiaries entitled thereto in accordance with the provisions of these Regulations :

ACCIDENT BENEFITS.

46. Payment for each day of disability classed as due to accident for a period not longer than fifty-two (52) weeks, as follows: To a member of the first class, 50 cents; second class, \$1; third class, \$1.50; fourth class, \$2; fifth class, \$2.50; and at half these rates thereafter during the continuance of disability.

Also payment to or in behalf of the member of such amounts for necessary surgical treatment as may be approved by the Chief Surgeon; and provision by the Department for free surgical treatment of the member in one of the Hospitals under its control when requested by a Medical Examiner of the Department and authorized by the Superintendent or Chief Surgeon. No member shall have authority to contract any bills against the Department, and nothing herein shall be held to mean or imply that the Department shall be responsible for the payment of such bills as a member may contract or his surgeon may charge. Bills for surgical attendance, to be considered by the Department, must be made out against the member and must be itemized.

To establish a claim for accident benefits the accident must be reported immediately upon its occurrence, and there must be external positive and visible evidence of physical injury by accident sufficient to cause immediate disability. In cases of alleged sprain, strain, wrench, and the like, where physical proof of disabling injury is lacking, the member must furnish substantiated history, satisfactory to the Superintendent, of violence accidentally inflicted, sufficient and liable to cause disabling injury, otherwise accident benefits will not be allowed.

Disabilities resulting from infection of wounds, not disabling at the time of injury, shall be classed as sickness.

When a member meets with any accident from which disability may result, and on account of which he wishes to reserve the right to claim accident benefits, he shall report the accident to his employing officer immediately upon its occurrence and also report in person to the Medical Examiner the same as is provided in these Regulations in case of actual disability.

SICK BENEFITS.

47. Payment for each day, except for the first six days, of disability classed as due to sickness, for a period not longer than fifty-two (52) weeks, at the same rates as for accident benefits; and provision by the Department for free medical treatment of the member, in one of the Hospitals under its control,

in cases of disability, classed as due to sickness which, in the opinion of the Medical Examiners of the Department, may require such treatment, and when approved by the Superintendent or Chief Surgeon.

To establish a claim for sick benefits there must be positive evidence of acute or constitutional disease sufficient to cause disability.

The dependent members of the families of members of the Fund may be received in the Hospitals under the control of the Department for medical or surgical treatment, when so permitted by the Superintendent or Chief Surgeon, and for this privilege reasonable rates will be made.

DEATH BENEFITS.

48. Payment, in accordance with the conditions prescribed in the Regulations, upon the death of a member, as follows: To the beneficiary of a member of the first class, \$250; second class, \$500; third class, \$750; fourth class, \$1,000; fifth class, \$1,250. Also payment of \$250 for each additional death benefit of the first class to which the beneficiary is entitled.

49. A member shall not be entitled to benefits for disability from any cause while still disabled from a preceding cause for which benefits are being paid under these Regulations.

In case of relapse, in sickness disability, occurring within two weeks, or of immediate succession of sickness disability upon an accident disability which lasted six days or more, the first six days shall not be deducted in computing time of sick benefits; and where such immediately preceding accident disability lasted five days or less the number of days to be deducted shall be six, less the number of days of such accident disability.

50. When a member shall have received benefits for fifty-two weeks, in the aggregate of all disabilities by sickness, from the Relief Fund of this Company and of all other Companies now or heretofore associated therewith in the administration of their Relief Departments, he shall not be entitled to further disability benefits. He may, however, make contribution for death benefit only, such contribution to begin at the expiration of said fifty-two weeks, and to be at the rates fixed in these Regulations for death benefit only, otherwise his membership shall cease.

If a member shall have drawn sickness benefits to the limit as above provided and shall have contributed for death benefit thereafter for at least six months, and shall, while so contributing, pass a satisfactory physical examination, he may, upon approval of the Superintendent, be restored to full membership; except that in the event of disability from sickness he shall only be entitled

to benefits for twenty-six weeks in the aggregate of all disabilities by sickness, and thereafter shall be entitled to contribute for death benefit only as above provided.

51. In any case of grave injury or chronic sickness where the member desires to accept a lump sum in lieu of the benefits which might become due to him or on his account, and in full of all obligations of the Department or Company arising from his membership or service, the Superintendent shall have authority to make full and final settlement with such member on such terms as may be agreed upon in writing. All such settlements shall be reported to the Committee at their next meeting.

52. Benefits on account of continued disability will be paid monthly. Benefits for short periods of disability will be paid as soon as the amounts due can be ascertained.

Benefits payable on account of the disability of a member shall be payable only to such member, or in accordance with his written order when approved by the Superintendent, or to his legal representatives; but payment for surgical treatment may be made to the attending surgeon.

When, in the opinion of the Superintendent, a member is mentally incompetent, disability benefits due to him may, at the discretion of the Superintendent, be paid to his wife or to some member of his family, or to his employing officer, for the use and benefit of the member, and such payment shall be a

bar to any subsequent claim on the part of the member or his legal representatives for amounts so paid.

53. Death benefit, together with any unpaid disability benefits, shall be payable to the beneficiary of a deceased member upon proof of claim and execution and delivery of the necessary releases in conformity with these Regulations.

A part of the death benefit, not to exceed one hundred dollars (\$100), may, at the discretion of the Superintendent, be paid before final settlement, to meet funeral or other urgent expenses incident to the death of a member.

MISCELLANEOUS.

54. When a member becomes disabled he shall notify his time-keeper immediately, or cause him to be so notified. In reporting disability the member shall also give his address accurately. If he fails to give notice until he recovers, he shall not be entitled to benefits unless he proves his disability to the satisfaction of the Superintendent, and gives satisfactory reason for failure to give notice. If he gives notice during his disability, but delays in so doing, he shall not be considered disabled before the day on which notice is given, unless he proves his disability before that day to the satisfaction of the Superintendent, and gives satisfactory reason for delay in giving notice.

When a member becomes disabled it shall also be his duty, unless incapacitated therefrom by his disability, to report immediately in person to the Medical Examiner at his office during office hours, if the member resides or becomes disabled in or goes to a town where there is a Medical Examiner. It shall also be the duty of a disabled member not confined to the house by disability to report at the Medical Examiner's office from time to time, as requested, and to keep any other appointments made by the Examiner. Members who avoid the Medical Examiner, or neglect to report or keep appointments as herein provided, shall not be entitled to benefits.

If a member who has been reported by the Medical Examiner as able to work is not able to work on the day set, he shall immediately notify his employing officer to that effect, and shall immediately communicate with the Medical Examiner and report to him in person, if possible, otherwise he shall not be considered disabled on or after the day set for his return to work.

55. When a member becomes disabled during suspension, furlough, or other leave of absence, and while away from his usual place of residence when on duty, he shall not be entitled to benefits, unless, in addition to reporting his disability immediately, as required by the Regulations, he proves his disability while absent to the satisfaction of the Superintendent.

56. When a disabled member wishes to absent himself for any length of time from his usual place of residence when on duty, he shall obtain from the Medical Examiner written approval of absence for a specified time. He shall furnish to the Medical Examiner satisfactory certificates of disability during absence, keep him informed of his address, and report to him immediately upon his return ; and if such disabled member goes away and remains away without previously consulting the Medical Examiner and obtaining his written approval of absence for a specified time, he shall not be entitled to benefits for any time of absence unless he proves his disability while absent to the satisfaction of the Superintendent, and gives satisfactory reason for failure to consult the Medical Examiner before leaving.

57. Members shall not be entitled to benefits for time during which wages are paid them by the Company. In computing benefits the time of disability shall be considered as beginning upon the first day upon which no wages or less than one-half day's wages are paid, because of disability, and this day shall be called "first day wages not paid."

58. Benefits shall not be payable for disability from sickness or injuries arising in consequence of intoxication or while intoxicated, or resulting from or prolonged by immoral practices, or the use of stimulants or narcotics, or occurring by reason of incapac-

ity for self-protection arising from some such use, or from voluntary self-injury, or while engaged in unlawful acts, or in consequence thereof, or from venereal disease, or any result of such disease, or especially from orchitis, or epididymitis, or adenitis of the groin, or urethritis, unless one or more of these appear as complications of injury or of disease evidently non-venereal, or due to fighting, unless in self-defence against unprovoked assault, or to any other encounter, such as wrestling, fooling, and the like, or to injury received in any brawl, or in any liquor saloon, gambling house, or other disreputable resort.

During disability coming under this Regulation a member shall contribute for and be entitled to death benefit only.

59. Members shall not be entitled to benefits if they decline to permit the Medical Examiner to make, or have made by any other physician, such examinations as he may deem necessary to ascertain their condition when disability is claimed.

Disabled members must take proper care of themselves and have suitable treatment. Benefits will be discontinued if members refuse or neglect to comply with the recommendations of the medical officers of the Relief Department as to proper care and treatment.

60. Benefits shall be paid in conformity with the financial methods of the Company, and on drafts drawn by the Superintendent, upon his receiving satisfactory certificates

respecting the claims and such releases as may be required by him.

Any claim for disability benefits, to be valid, must be made within sixty days from the time when such benefits accrued, and any claim for death benefit, to be valid, must be made within one year from the death of the member.

61. Members shall keep their foreman or time-keepers informed of their addresses.

A member's place of residence when on duty shall be held to be at the last address given to his time-keeper.

Members who have left the service, but retain their membership in respect of death benefit only, shall keep the Superintendent informed of their addresses by notice in writing, and the Superintendent shall promptly acknowledge notification of any address or change of address.

62. In case of injury to a member he may elect to accept the benefits in pursuance of these Regulations, or to prosecute such claims as he may have at law against the Company or any Companies associated therewith in the administration of their Relief Departments.

The acceptance by the member of benefits for injury shall operate as a release and satisfaction of all claims against the Company and all other Companies associated therewith as aforesaid, for damages arising from or growing out of such injury; and, further, in the event of the death of a member no part of the

death benefit or unpaid disability benefit shall be due or payable unless and until good and sufficient releases shall be delivered to the Superintendent of all claims against the Relief Department, as well as against the Company and all other Companies associated therewith as aforesaid, arising from or growing out of the death of the member, said releases having been duly executed by all who might legally assert such claims; and, further, if any suit shall be brought against the Company or any other Company associated therewith as aforesaid, for damages arising from or growing out of injury or death occurring to a member, the benefits otherwise payable and all obligations of the Relief Department and of the Company created by the membership of such member in the Relief Fund shall thereupon be forfeited without any declaration or other act by the Relief Department or the Company; but the Superintendent may, in his discretion, waive such forfeiture upon condition that all pending suits shall first be dismissed.

If a claim for damages on account of injury to or death of a member shall be settled by the Company, or any Company associated therewith as aforesaid, without suit, or by compromise, such settlement shall release the Relief Department and the Company from all claims for benefits on account of such injury or death.

63. All questions or controversies of whatsoever character arising in any manner, or

between any parties or persons in connection with the Relief Department or the operation thereof, whether as to any claim for benefits preferred by any member or his legal representatives or his beneficiary or any other person, or whether as to the construction of language or meaning of the Regulations, or as to any writing, decision, instruction, or acts in connection with the operation of the Department, shall be submitted to the determination of the Superintendent whose decision shall be final and conclusive thereof, unless an appeal from such decision shall be taken to the Committee within sixty days after notice of such decision to the parties interested.

When an appeal is taken to the Committee it shall be in writing, and shall be heard by said Committee without further notice at their next stated meeting, or at such future meeting or time as they may designate, and shall be determined by vote of the majority of a quorum, or of any other number not less than a quorum of the members present at such meeting, and the decision arrived at thereon by the Committee shall be final and conclusive upon all parties without exception or appeal.

